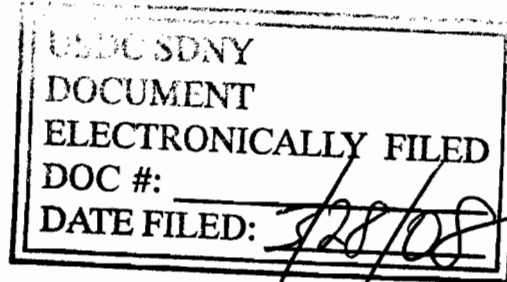


Stephen W. Feingold (SWF 2763)
Marc A. Lieberstein (MAL 7116)
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7 Times Square
New York, New York 10036
Phone: (212) 297-5800
Fax: (212) 916-2940

Attorneys for Plaintiffs
RCPI Landmark Properties, LLC
Top of the Rock LLC



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

**RCPI LANDMARK PROPERTIES, LLC and
TOP OF THE ROCK LLC,**

Plaintiffs,

v.

**FLORA DESIGN, INC. and
KIMIE MIYAMOTO (An Individual),**

Defendants.

Civil Action No. 08 CV 402 (GEL)

CONSENT JUDGMENT

THIS MATTER having been opened to the Court by Day Pitney LLP, attorneys for RCPI Landmark Properties, LLC ("RCPI") and Top of the Rock LLC ("TOTR"), with the consent of defendants Flora Design, Inc. ("FDI") and Kimie Miyamoto ("Miyamoto," collectively with FDI, the "Defendants"); and

WHEREAS, RCPI and TOTR filed a Complaint with this Court against Defendants on or about January 16, 2008, for, among other things, trademark infringement, unfair competition, trademark dilution, and breach of license agreements under the Lanham Act and New York state law; and

WHEREAS, Defendant Miyamoto has full authority to enter into this Consent Judgment on behalf of Defendant FDI, of which she is an officer and an owner; and

WHEREAS, Defendants acknowledge that they were properly served with the Summons, Complaint, Civil Cover Sheet and Disclosure Statement; and

WHEREAS, Defendants acknowledge and shall not contest (or assist or induce others to do so) that RCPI is the owner of all rights, titles and interest in and to the marks TOP OF THE ROCK, including Federal Trademark Registration Nos. 3,194,827 and 3,268,693; and TOP OF THE ROCK NYC, including Federal Trademark Application No. 78/568,153 ("TOP OF THE ROCK Marks"), and that all such rights, titles and interest are valid, subsisting and enforceable; and

WHEREAS, Defendants acknowledge and shall not contest (or assist or induce others to do so) that RCPI is the owner of common law trade name rights to ROCKEFELLER CENTER that are appurtenant to RCPI's ownership of the 12 landmark buildings known and marketed as ROCKEFELLER CENTER, and that all such rights and interest are valid, subsisting and enforceable; and

WHEREAS, Defendants acknowledge the validity of the terms and conditions specified on the TOP OF THE ROCK Observation Deck ticket and the TOP OF THE ROCK website, which clearly state that photographs may be taken only for private, personal and noncommercial use and that photographs cannot be published, sold, reproduced, transferred, distributed, or otherwise commercially exploited in any manner whatsoever; and

WHEREAS, Plaintiffs acknowledge that Defendants may take photographs at ROCKEFELLER CENTER, excluding photographs at TOP OF THE ROCK Observation Deck, commensurate with the rights granted to the general public to take such photographs, and that, to

the extent Defendants offer such photographs for sale as part of wedding packages, Plaintiffs shall not object to such use; and

WHEREAS, Defendant Miyamoto acknowledges that she is able to read and understand the English language, and that she has read this Consent Judgment and fully understands its terms and conditions; and

WHEREAS, Defendants acknowledge that Plaintiffs have recommended that Defendants retain an attorney to advise them in connection with this Consent Judgment; and

WHEREAS, counsel for Plaintiffs have advised Defendants to consult counsel, and Defendants have represented that they cannot afford counsel and are therefore proceeding without counsel after having had adequate opportunity to consult with counsel of their choice both in connection with the Complaint in general and specifically this Consent Judgment; and

WHEREAS, Defendants acknowledge that Day Pitney LLP and its attorneys, as well as Plaintiffs' in-house attorneys, represent Plaintiffs only and not Defendants;

WHEREAS, Defendants represent and warrant that Exhibit A is an accurate printout of the English-language version of Defendants' website as of February 27, 2008, and the parties agree that Exhibit A is in full compliance with the applicable terms and conditions set forth in this Consent Judgment;

WHEREAS, Plaintiffs represent and warrant that Exhibit B is a printout of certain pages from the Japanese-language version of Defendants' website, which pages have been translated to English using Google Translator and that the references to ROCKEFELLER CENTER or TOP OF THE ROCK, and any photographs of the ROCKEFELLER CENTER Christmas Tree or photographs taken by Defendants from the TOP OF THE ROCK Observation Deck or at ROCKEFELLER CENTER have been circled; and

WHEREAS, Defendants have indicated a willingness to resolve this matter by entering into a Consent Judgment; and good cause having been shown;

IT IS on this 28th day of March, 2008, ordered as follows:

1. Judgment be and the same is hereby entered in favor of RCPI and TOTR against Defendants FDI and Miyamoto, with attorneys' fees and monetary damages waived, except as provided in Paragraph 9 below.

2. Defendants and their respective officers, shareholders, directors, employees, subsidiaries, affiliates, successors, agents, and all others acting in concert with any of the foregoing (hereinafter "Enjoined Parties") are hereby permanently restrained and enjoined from using the ROCKEFELLER CENTER trade name or the TOP OF THE ROCK trademarks or any colorable imitations thereof or any designation confusingly similar thereto on or in connection with the advertisement or offering for sale of the Enjoined Parties' services, including but not limited to, use of the ROCKEFELLER CENTER trade name or the TOP OF THE ROCK trademarks on the Internet in any manner, use of the ROCKEFELLER CENTER trade name or the TOP OF THE ROCK trademarks as part of a domain name, use of the ROCKEFELLER CENTER trade name or the TOP OF THE ROCK trademarks on any promotional materials whatsoever, or use of the ROCKEFELLER CENTER trade name or the TOP OF THE ROCK trademarks on any materials used to solicit customers. Nothing herein shall limit the Enjoined Parties from promoting their services on the Internet or otherwise, provided that they do so without using the ROCKEFELLER CENTER trade name or the TOP OF THE ROCK trademarks.

3. The prohibition of Paragraph 2 shall apply to websites in any language, including but not limited to English and Japanese, and to any transliteration or translation of TOP

OF THE ROCK or ROCKEFELLER CENTER into any foreign language. Modifications to the Japanese-language version of the website removing such references to ROCKEFELLER CENTER or TOP OF THE ROCK, and any photographs of the ROCKEFELLER CENTER Christmas Tree or photographs taken by Defendants from the TOP OF THE ROCK Observation Deck or at ROCKEFELLER CENTER, as indicated on Exhibit B, shall be completed by the Enjoined Parties no later than March 7, 2008.

4. The Enjoined Parties are hereby permanently restrained and enjoined from taking any photographs on the TOP OF THE ROCK Observation Deck, absent an affirmative grant of permission from RCPI or TOTR.

5. The Enjoined Parties are hereby permanently restrained and enjoined from using any photograph taken at ROCKEFELLER CENTER for any commercial purpose in connection with the promotion or advertising of their business.

6. The Enjoined Parties are hereby permanently restrained and enjoined from using commercially any photographs which were taken by the Enjoined Parties or third parties from the TOP OF THE ROCK Observation Deck or at ROCKEFELLER CENTER, including photos of the ROCKEFELLER CENTER Christmas Tree and any images made available on Plaintiffs' websites. This prohibition includes, but is not limited to, the Enjoined Parties' use of such photographs on the Internet in any manner, on any promotional materials whatsoever, or on any materials used to solicit customers.

7. Upon entry of this Consent Judgment, RCPI and TOTR retain the right to immediately enforce this judgment.

8. The Court shall retain jurisdiction over this matter for the purpose of enforcing all of the terms and provisions of this Consent Judgment.

9. In the event that Plaintiffs brings any proceedings to enforce the terms or provisions of this Consent Judgment, the Enjoined Parties agree to reimburse Plaintiffs for all costs and reasonable attorneys' fees associated with such enforcement, as well as all costs and reasonable attorneys' fees incurred in connection with the filing and settlement of this Complaint.

10. All notices, requests and other communications required or made under this Consent Judgment, including notice of a new mailing address, email address, or copy recipient under this provision, shall be in writing and shall be forwarded by United States first class mail, fully prepaid and by email to the parties designated directly below:

If to RCPI or TOTR:	Christine Goodgold, Esq. Tishman Speyer Properties, L.P. 45 Rockefeller Plaza New York, NY 10111 cgoodgol@tishmanspeyer.com
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With a copy to:	Stephen W. Feingold, Esq. Day Pitney LLP 7 Times Square New York, NY 10036 sfeingold@daypitney.com
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If to FDI or Miyamoto:	Kimie Miyamoto Flora Design, Inc. 211 W. 28 th St., 2 nd Floor New York, NY 10001 kimie@floradesignny.com
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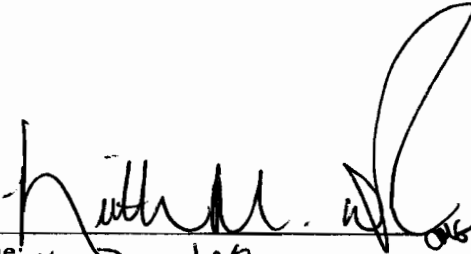
11. Upon entry of this Consent Judgment, the Enjoined Parties release Plaintiffs and their attorneys, Day Pitney LLP, from any and all claims arising or which may arise out of this settlement and the initial action.

12. This Consent Judgment is a full, complete and final adjudication of all claims, counterclaims, and defenses that were or could have been asserted in the above-captioned action.

IT IS SO STIPULATED AND ORDERED:

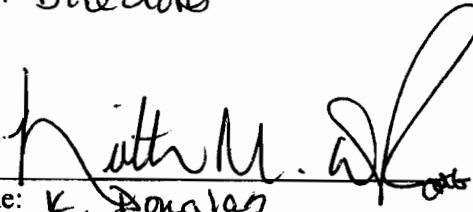
RCPI LANDMARK PROPERTIES, LLC

Date: 3/12/08

By: 
Name: K. Douglas
Title: Director

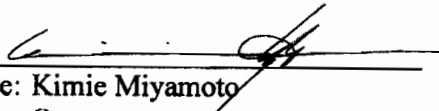
TOP OF THE ROCK LLC

Date: 3/12/08

By: 
Name: K. Douglas
Title: Director


FLORA DESIGN, INC.

Date: 2/29/2008


By: 
Name: Kimie Miyamoto
Title: Owner

KIMIE MIYAMOTO (Individually)

Date: 2/29/2008

By: 

SO ORDERED:


Gerard E. Lynch, U.S.D.J.

Dated: New York, New York
March 28, 2008

**United States District Court
Southern District of New York
Office of the Clerk
U.S. Courthouse
500 Pearl Street, New York, N.Y. 10007-1213**

Date:

In Re:

-v-

Case #:

()

Dear Litigant,

Enclosed is a copy of the judgment entered in your case.

Your attention is directed to Rule 4(a)(1) of the Federal Rules of Appellate Procedure, which requires that if you wish to appeal the judgment in your case, you must file a notice of appeal within 30 days of the date of entry of the judgment (60 days if the United States or an officer or agency of the United States is a party).

If you wish to appeal the judgment but for any reason you are unable to file your notice of appeal within the required time, you may make a motion for an extension of time in accordance with the provision of Fed. R. App. P. 4(a)(5). That rule requires you to show "excusable neglect" or "good cause" for your failure to file your notice of appeal within the time allowed. Any such motion must first be served upon the other parties and then filed with the Pro Se Office no later than 60 days from the date of entry of the judgment (90 days if the United States or an officer or agency of the United States is a party).

The enclosed Forms 1, 2 and 3 cover some common situations, and you may choose to use one of them if appropriate to your circumstances.

The Filing fee for a notice of appeal is \$5.00 and the appellate docketing fee is \$450.00 payable to the "Clerk of the Court, USDC, SDNY" by certified check, money order or cash. No personal checks are accepted.

J. Michael McMahon, Clerk of Court

by: _____

, Deputy Clerk

APPEAL FORMS

Docket Support Unit

Revised: April 9, 2006

United States District Court
Southern District of New York
Office of the Clerk
U.S. Courthouse
500 Pearl Street, New York, N.Y. 10007-1213

-V-	<div style="text-align: right;">X</div> <div style="text-align: center;">NOTICE OF APPEAL</div> <div style="text-align: center;">civ. ()</div> <div style="text-align: left;">X</div>
-----	---

Notice is hereby given that _____
(party)
hereby appeals to the United States Court of Appeals for the Second Circuit from the Judgment [describe it]

entered in this action on the _____ day of _____, _____
(day) (month) (year)

(Signature)

(Address)

(City, State and Zip Code)

Date: _____

() _____
(Telephone Number)

Note: You may use this form to take an appeal provided that it is received by the office of the Clerk of the District Court within 30 days of the date on which the judgment was entered (60 days if the United States or an officer or agency of the United States is a party).

FORM 1

**United States District Court
Southern District of New York
Office of the Clerk
U.S. Courthouse
500 Pearl Street, New York, N.Y. 10007-1213**

-V-

**MOTION FOR EXTENSION OF TIME
TO FILE A NOTICE OF APPEAL**

civ.

()

Pursuant to Fed. R. App. P. 4(a)(5), _____ respectfully
(party)
requests leave to file the within notice of appeal out of time. _____
(party)
desires to appeal the judgment in this action entered on _____ but failed to file a
(day)
notice of appeal within the required number of days because:

[Explain here the "excusable neglect" or "good cause" which led to your failure to file a notice of appeal within the required number of days.]

(Signature)_____
(Address)_____
(City, State and Zip Code)

Date: _____

()

(Telephone Number)

Note: You may use this form, together with a copy of Form 1, if you are seeking to appeal a judgment and did not file a copy of Form 1 within the required time. If you follow this procedure, these forms must be received in the office of the Clerk of the District Court no later than 60 days of the date which the judgment was entered (90 days if the United States or an officer or agency of the United States is a party).

APPEAL FORMS

Docket Support Unit

Revised: April 9, 2006

FORM 2

**United States District Court
Southern District of New York
Office of the Clerk
U.S. Courthouse
500 Pearl Street, New York, N.Y. 10007-1213**

-V-

**NOTICE OF APPEAL
AND
MOTION FOR EXTENSION OF TIME**

civ. ()

1. Notice is hereby given that _____ hereby appeals to
(party)
the United States Court of Appeals for the Second Circuit from the judgment entered on _____.
[Give a description of the judgment]

2. In the event that this form was not received in the Clerk's office within the required time
_____ respectfully requests the court to grant an extension of time in
(party)
accordance with Fed. R. App. P. 4(a)(5).

a. In support of this request, _____ states that
(party)
this Court's judgment was received on _____ and that this form was mailed to the
(date)
court on _____
(date)

(Signature)

(Address)

(City, State and Zip Code)

Date: _____

() _____
(Telephone Number)

Note: You may use this form if you are mailing your notice of appeal and are not sure the Clerk of the District Court will receive it within the 30 days of the date on which the judgment was entered (60 days if the United States or an officer or agency of the United States is a party).

APPEAL FORMS

Docket Support Unit

Revised: April 9, 2006

FORM 3

**United States District Court
Southern District of New York
Office of the Clerk
U.S. Courthouse
500 Pearl Street, New York, N.Y. 10007-1213**

-----X
-V-
-----X

AFFIRMATION OF SERVICE

civ. ()

I, _____, declare under penalty of perjury that I have
served a copy of the attached _____

upon _____

whose address is: _____

Date: _____
New York, New York

(Signature)

(Address)

(City, State and Zip Code)

APPEAL FORMS

Docket Support Unit

Revised: April 9, 2006